

Received
Jan 12, 2024
by A. Reynolds

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January 8, 2024

BY UPS OVERNIGHT

BOEM
Alaska OCS Region
3801 Centerpoint Drive, Suite 500
Anchorage, AK 99503

To Whom It May Concern:

In order that third persons will be put on notice as to the execution and efficacy of that certain Omnibus Amendment of Deeds of Trust with Power of Sale, Assignments of Production, Security Agreements, Financing Statements and Fixture Filings, dated as of December 11, 2023, between Hilcorp Alaska, LLC, as Trustor, and JPMorgan Chase Bank, N.A., as administrative agent for the secured parties, as beneficiary, in respect of the three offshore leases listed below, please file the enclosed, together with a copy of this letter, in the records of the following Federal Lease Records:

- OCS-Y-0179
- OCS-Y-0181
- OCS-Y-01645

The category for this Non-Required filing with the Data Center of the Alaska Region of the BOEM is "Scanned Documents/ Adjudication Files", with a Document Type of "Mortgage". Please note that the options for the type of filing that are available on Pay.Gov (which are indicated on the attached receipt) are: "BOEM Non-Required – Required Document Filing – NR/ RD" with a Document Type of "Mortgage, Deed of Trust, Security Agreement". Please let me know if you have any questions.

Please send a PDF of the file-stamped documents to me at cmcmillan@mayerbrown.com once available and provide the link to the documents once they are posted to the Data Center. The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov.

Sincerely,



Christine M. McMillan

OMNIBUS AMENDMENT OF DEEDS OF TRUST WITH POWER OF SALE,
ASSIGNMENTS OF PRODUCTION, SECURITY AGREEMENTS,
FINANCING STATEMENTS AND FIXTURE FILINGS

BETWEEN

HILCORP ALASKA, LLC,
AS TRUSTOR
(Taxpayer I.D. No. XX-XXX7613)

3800 Centerpoint Drive, Ste 1400
Anchorage, AK 99503

AND

JPMORGAN CHASE BANK, N.A., BENEFICIARY
(Taxpayer I.D. No. No. XX-XXX4650)
AS ADMINISTRATIVE AGENT FOR THE SECURED PARTIES

712 Main Street
12th Floor South
Houston, Texas 77002

Effective as of December 11, 2023

AFTER RECORDING AS DESCRIBED
BELOW, RETURN TO:



CAPITOL
SERVICES
1433462

Return Acknowledgement to:

Capitol Services, Inc.
PO Box 1831
Austin, TX 78767
800.345.4647

INSTRUCTIONS TO RECORDER:

☒ Record and Index this Instrument in the real property records of the Anchorage, Barrow, Homer, and Kenai Recording Districts as an amendment to each of the deeds of trust identified below:

Recording information for Deeds of Trust being amended:

Recording District	Document No.	Date of Recording
Anchorage	2015-035719-0	8/11/15
Anchorage	2016-019295-0	5/16/16
Anchorage	2018-022619-0	6/20/18
Anchorage	2020-044379-0	9/25/20
Barrow	2020-000387-0	9/25/20
Homer	2016-001259-0	5/16/16
Homer	2018-001768-0	6/20/18
Homer	2020-003197-0	9/25/20
Kenai	2015-007026-0	8/11/15
Kenai	2016-004078-0	5/16/16
Kenai	2018-005231-0	6/14/18
Kenai	2020-009464-0	9/25/20

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THE MAXIMUM PRINCIPAL AMOUNT SECURED HEREBY IS \$7,500,000,000."

"THIS INSTRUMENT COVERS BOTH (1) GOODS THAT ARE OR ARE TO BECOME FIXTURES RELATED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED TO THE DEEDS OF TRUST (AS DEFINED HEREIN) AND (2) AS-EXTRACTED COLLATERAL (INCLUDING BOTH OIL, GAS AND OTHER HYDROCARBONS TO WHICH A SECURITY INTEREST ATTACHES AS THE OIL, GAS AND OTHER HYDROCARBONS ARE EXTRACTED AND ACCOUNTS ARISING OUT OF THE SALE OF OIL, GAS AND OTHER HYDROCARBONS AT THE WELLHEAD) RELATED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED TO THE DEEDS OF TRUST."

"TRUSTOR HAS AN INTEREST OF RECORD IN THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED TO THE DEEDS OF TRUST."

"THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL PROPERTY RECORDS OF THE ANCHORAGE, BARROW, HOMER, AND KENAI RECORDING DISTRICTS."

"THE SECURED PARTIES ARE NOT SELLERS OR PURCHASE MONEY LENDERS OF THE COLLATERAL."

"A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. A POWER OF SALE MAY ALLOW THE TRUSTEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE TRUSTOR UNDER THIS DEED OF TRUST."

"THE DATE OF MATURITY OF THIS DEED OF TRUST, FOR PURPOSES OF ALASKA STATUTE 34.20.150 OR ANY SIMILAR STATUTE, IS FIFTY (50) YEARS FROM THE EXECUTION OF THIS INSTRUMENT."

OMNIBUS AMENDMENT OF DEEDS OF TRUST WITH POWER OF SALE,
ASSIGNMENTS OF PRODUCTION, SECURITY AGREEMENTS,
FINANCING STATEMENTS AND FIXTURE FILINGS

This Omnibus Amendment of Deeds of Trust with Power of Sale, Assignments of Production, Security Agreements, Financing Statements and Fixture Filings (this "**Instrument**") is entered into on the date shown for Trustor's acknowledgment hereto, and shall be effective as of 7:00 a.m., local time where any of the Mortgaged Property (as defined in each Deed of Trust) is situated on December 11, 2023 (the "**Effective Date**"), and is between HILCORP ALASKA, LLC, a Delaware limited liability company (the "**Trustor**"), whose address is 3800 Centerpoint Drive, Suite 1400, Anchorage, AK 99503, and JPMORGAN CHASE BANK, N.A., as administrative agent for the Secured Parties, as hereinafter defined (together with its successors in such capacity, the "**Beneficiary**"), whose address is 712 Main Street, 12th Floor South, Houston, TX 77002. Unless otherwise defined, terms in the Deeds of Trust are used herein as defined in the Deeds of Trust or the Credit Agreement, as appropriate.

WHEREAS, reference is made to that certain Ninth Amended and Restated Credit Agreement dated as of December 1, 2021 (such agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**"), by and among Hilcorp Energy I, L.P., a Texas limited liability partnership, as borrower (the "**Borrower**"), certain institutional lenders (collectively, the "**Lenders**"), the Beneficiary, and the other persons from time to time party thereto, pursuant to which the Borrower issued, to the extent requested by any Lender, certain promissory notes dated as of even date with the Credit Agreement, payable to the order of the Lenders payable on or before the dates and on the terms and conditions set forth in the Credit Agreement (such notes, as the same may be amended, endorsed, amended and restated, increased or otherwise modified, together with all notes accepted in substitution therefor, or renewal or replacement thereof, the "**Notes**"); and

WHEREAS, the Trustor has granted that certain (a) Deed of Trust with Power of Sale, Assignment of Production, Security Agreement, Financing Statement and Fixture Filing, dated as of August 6, 2015, (b) Deed of Trust with Power of Sale, Assignment of Production, Security Agreement, Financing Statement, and Fixture Filing dated as of May 10, 2016, and (c) Deed of Trust with Power of Sale, Assignment of Production, Security Agreement, Financing Statement, and Fixture Filing dated as of September 3, 2020, (each, as amended, supplemented or modified prior the date hereof, a "**Deed of Trust**"), and collectively, the "**Deeds of Trust**") to secure payment of indebtedness owed or to be owing pursuant to the Credit Agreement, the Guarantee Agreement and the other Credit Documents; and

WHEREAS, the Deeds of Trust are more particularly described on, and have been filed and recorded in the jurisdictions set forth on, Schedule 1 hereto; and

WHEREAS, the Trustor and the Beneficiary enter into this Instrument for the purposes of (i) amending the Deeds of Trust as described herein and (ii) ratifying and confirming the Deeds of Trust and all liens, security interests, rights, titles, assignments and other interests described therein.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, in hand paid by Beneficiary, the receipt and adequacy of which are hereby acknowledged and confessed by Trustor, the parties hereto agree as follows:

SECTION 1. AMENDMENT OF THE DEEDS OF TRUST

1.1 Section 5.20 of each Deed of Trust is hereby amended and restated in its entirety to provide as follows: "To put third parties on notice of the amount secured hereby, the maximum principal amount of the obligations secured hereby with Mortgaged Properties (as defined in each Amended Deed of Trust and used herein with the meaning assigned to such term therein, except to the extent certain of the Mortgaged Property may have been previously released of record from the lien of a Deed of Trust by the Beneficiary) shall not exceed seven billion five hundred million dollars (\$7,500,000,000) and a portion of the Mortgage Obligations (as defined in each Amended Deed of Trust) shall mature on October 10, 2028."

1.2 Each of the Deeds of Trust, as amended by the preceding subsections of this Section 1 of this Instrument, is referred to herein as an "Amended Deed of Trust" and all of the Deeds of Trust as so amended are referred to herein collectively as the "Amended Deeds of Trust".

SECTION 2. REAFFIRMANCE OF THE DEEDS OF TRUST

Trustor, for and in consideration of the debt, purposes and trusts hereinafter set forth, to secure the full and complete payment and performance of the Mortgage Obligations and to secure the performance of the covenants, obligations, agreements and undertakings of Trustor described in each Amended Deed of Trust, has GRANTED, BARGAINED, SOLD, WARRANTED, ENCUMBERED, ASSIGNED, TRANSFERRED and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, WARRANT, ENCUMBER, ASSIGN, TRANSFER and CONVEY unto FIRST AMERICAN TITLE INSURANCE COMPANY (Trustee under each Deed of Trust) and said Trustee's substitutes or successors and assigns, IN TRUST, WITH POWER OF SALE, for the use and benefit of Beneficiary and Beneficiary's successors in title and assigns, all of the Mortgaged Property. The real property subject to each Amended Deed of Trust is described in Exhibit A attached to each Deed of Trust or supplement thereto, including both the real property located in the State of Alaska and the real property located within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Alaska are applicable.

To further secure the full and complete payment and performance of the Mortgage Obligations, Trustor, has granted and hereby grants to Beneficiary for the pro rata use and benefit of the Secured Parties and Secured Parties' successors in title and assigns, as secured party, a first and prior security interest in and to the types and items of property and interests that are included within the term "Mortgaged Property" (as defined in each Amended Deed of Trust).

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, hereditaments and appurtenances now or hereafter, at any time before the foreclosure or release or reconveyance hereof, in anywise appertaining or belonging thereto, unto Trustee and Trustee's successors or substitutes, and its and their assigns, in trust, for the benefit of, and unto, Beneficiary and Beneficiary's successors and assigns, for the uses and purposes hereinafter set forth, forever. Trustor has bound and obligated, and hereby binds and obligates, Trustor and Trustor's successors-in-title and assigns to warrant and forever defend, all and singular, the Mortgaged Property unto Trustee and Trustee's successors or substitutes, and its and their assigns, in trust, and unto Beneficiary and Beneficiary's successors-in-title and assigns, against the lawful claims of any and all persons or entities whomsoever claiming or to claim the same or any part thereof (other than Permitted Encumbrances (as defined in Section 2.2 of the Amended Deeds of Trust)).

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

The representations, warranties, covenants and agreements contained in each Amended Deed of Trust are hereby remade by the Trustor and (together with the remedies contained in each Amended Deed of Trust) are in full force and effect as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date, or where such covenants and agreements expressly required performance as of an earlier date, in which case such covenants and agreements shall have been performed by such earlier date).

SECTION 4. MISCELLANEOUS

4.1 This Instrument shall be considered as an amendment to the Deeds of Trust and, except as herein expressly amended, each of the Deeds of Trust is hereby ratified, approved and confirmed in every respect. All references to any Deed of Trust in any other document shall hereafter be deemed to refer to the relevant Amended Deed of Trust.

4.2 Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa; and words of any gender herein shall include each other gender where appropriate.

4.3 The captions, headings and arrangements used in this Instrument are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

4.4 The indebtedness evidenced by the Notes is a continuing indebtedness and nothing contained herein shall be construed to deem paid the Notes, or as a novation of the Notes or the Deeds of Trust, or to release or terminate any lien or security interest which secures payment of the Notes, and all liens and security interests which secure payment of the Notes (including, without limitation, those created by the Deeds of Trust) shall continue in full force and effect unimpaired from the date(s) of their creation and perfection.

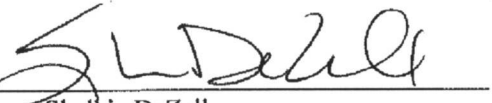
4.5 At the option of the Trustor, this Instrument, or a carbon, photographic or other reproduction of this Instrument shall be sufficient as an amendment to a Uniform Commercial Code financing statement and may be filed as such. By the execution and delivery hereof, Trustor hereby authorizes the Beneficiary to file any financing statements, and any amendments or continuation statements with respect thereto, as to the Mortgaged Property pursuant to the Uniform Commercial Code without the Trustor's signature thereon.

4.6 This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical. In making proof of this instrument, it shall not be necessary for Beneficiary to account for all counterparts, and it shall be sufficient for Beneficiary to produce but one such counterpart.

(Signatures begin on following page)

IN WITNESS WHEREOF this Instrument is executed as of the day and year set forth for Trustor's acknowledgment hereto, but shall be effective as of the Effective Date.

HILCORP ALASKA, LLC,
a Delaware limited liability company

By: 

Name: Shelby DeZell

Title: Vice President and Chief Financial Officer

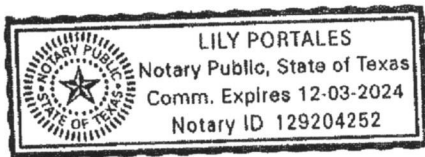
STATE OF TEXAS

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COUNTY OF HARRIS

This Instrument was acknowledged before me on December 8, 2023, by Shelbie DeZell, Vice President and Chief Financial Officer of Hilcorp Alaska, LLC, a Delaware limited liability company, on behalf of said company.


IN WITNESS WHEREOF, I have hereunto set my hand and seal.



Lily Portales
NOTARY PUBLIC in and for the State of Texas
Printed Name: Lily Portales
My commission expires: 12-03-2024
Notarial No.: 129204252

IN WITNESS WHEREOF this Instrument is executed as of the day and year set forth for Beneficiary's acknowledgment hereto, but shall be effective as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Beneficiary

By: 
Name: Anca Loghin
Title: Authorized Officer

STATE OF TEXAS

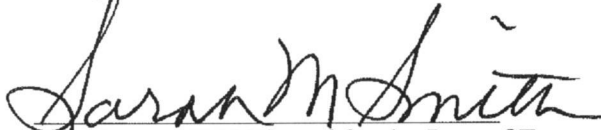
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COUNTY OF HARRIS

This Instrument was acknowledged before me on December 11, 2023, by Anca Loghin, Authorized Officer of JPMorgan Chase Bank, N.A., a national association, on behalf of said national association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.




NOTARY PUBLIC in and for the State of Texas
Printed Name: Sarah M Smith
My commission expires: 11/24/24
Notarial No.: 4804331

SCHEDULE 1

- A. Deed of Trust with Power of Sale, Assignment of Production, Security Agreement and Financing Statement and Fixture Filing dated effective as of August 6, 2015, from Hilcorp Alaska, LLC, to First American Title Insurance Company, Trustee, and JPMorgan Chase Bank, N.A., Beneficiary, as Administrative Agent, filed as follows:

Jurisdiction	File No.	File Date
Anchorage Recording District, Alaska	2015-035719-0	8/11/15
Kenai Recording District, Alaska	2015-007026-0	8/11/15

- B. Deed of Trust with Power of Sale, Assignment of Production, Security Agreement and Financing Statement and Fixture Filing dated effective as of May 10, 2016, from Hilcorp Alaska, LLC, as Trustor, to First American Title Insurance Company, Trustee, and JPMorgan Chase Bank, N.A., Beneficiary, as Administrative Agent, filed as follows:

Jurisdiction	File No.	File Date
Anchorage Recording District, Alaska	2016-019295-0	5/16/16
Homer Recording District, Alaska	2016-001259-0	5/16/16
Kenai Recording District, Alaska	2016-004078-0	5/16/16

- C. First Amendment to Deeds of Trust with Power of Sale, Assignments of Production, Security Agreements, Financing Statements and Fixture Filings dated effective as of April 27, 2018, from Hilcorp Alaska, LLC, as Trustor to JPMorgan Chase Bank, N.A., Beneficiary, as Administrative Agent for the Secured Parties, filed as follows:

Jurisdiction	File No.	File Date
Anchorage Recording District, Alaska	2018-022619-0	06/20/18
Homer Recording District, Alaska	2018-001768-0	06/20/18
Kenai Recording District, Alaska	2018-005231-0	06/14/18

- D. Deed of Trust with Power of Sale, Assignment of Production, Security Agreement, Financing Statement and Fixture Filing (2020 AK Deed of Trust) from Hilcorp Alaska, LLC, as Trustor, to First American Title Insurance Company, as Trustee, for the benefit of JPMorgan Chase

Bank, N.A., as Administrative Agent and as Beneficiary, dated effective as of September 3, 2020, filed as follows:

Jurisdiction	File No.	File Date
Anchorage Recording District, Alaska	2020-044379-0	09/25/20
Barrow Recording District, Alaska	2020-000387-0	09/25/20
Homer Recording District, Alaska	2020-003197-0	09/25/20
Kenai Recording District, Alaska	2020-009464-0	09/25/20

- E. Omnibus Amendment of Deeds of Trust with Power of Sale, Assignments of Production, Security Agreements, Financing Statements and Fixture Filings, dated as of December 1, 2021, between Hilcorp Alaska, LLC, as Trustor, and JPMorgan Chase Bank, N.A., as administrative agent for the secured parties, as beneficiary, filed as follows:

Jurisdiction	File No.	File Date
Anchorage Recording District, Alaska	2021-069166-0	12/29/2021
Barrow Recording District, Alaska	2022-000003-0	1/4/2022
Homer Recording District, Alaska	2022-000052-0	1/6/2022
Kenai Recording District, Alaska	2021-014265-0	12/30/2021

(End of Schedule 1)